

FILED
COURT OF COMMON PLEAS

APR 27 2015

LINDA K. FANKHAUSER, CLERK,
PORTAGE COUNTY, OHIO

IN THE COURT OF COMMON PLEAS
PORTAGE COUNTY, OHIO

2015CV00317

THE CARTER-JONES LUMBER COMPANY)
dba CARTER LUMBER)
601 Tallmadge Road)
Kent, Ohio 44240,)

Plaintiff,

vs.

BROOKSTONE GENERAL CONTRACTORS)
BY DESIGN, INC.)
c/o James Burns, Registered Agent)
2159 Meloy Road)
Kent, Ohio 44240)

and)

KIMBERLY J. WOLFRAM)
4470 Great Smokey Circle)
Medina, Ohio 44256,)

Defendants.)

CASE NO. _____

JUDGE **BECKY L. DOHERTY**

COMPLAINT

Other Civil

Instructions for Service Attached

Now comes plaintiff The Carter-Jones Lumber Company dba Carter Lumber and for its complaint against defendants Brookstone General Contractors by Design, Inc., and Kimberly J. Wolfram, hereby states as follows:

1. Defendants Brookstone General Contractors by Design, Inc., and Kimberly J. Wolfram owe plaintiff The Carter-Jones Lumber Company dba Carter Lumber on an account, a copy of which is attached hereto and marked Exhibit "A", the sum of \$49,690.20.

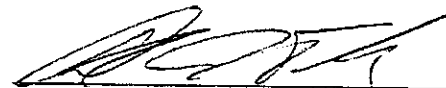
2. The credit line which is the basis for this account was applied for and granted in Portage County, Ohio.

3. At the time the credit line for Brookstone General Contractors by Design, Inc., was opened, defendant Kimberly J. Wolfram agreed to be the personal guarantor of the account as indicated on the application, a copy of which is attached hereto and marked Exhibit "B".

4. The proper venue for this complaint is Portage County, Ohio.

5. Despite repeated billing by plaintiff, defendants have failed to satisfy said obligation.

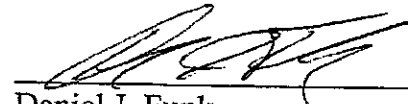
WHEREFORE, plaintiff The Carter-Jones Lumber Company dba Carter Lumber demands judgment against defendants Brookstone General Contractors by Design, Inc., and Kimberly J. Wolfram, jointly and severally, in the sum of \$49,690.20, together with interest and plaintiff's costs herein expended.



Daniel J. Funk (0062931)
BAKER, DUBLIKAR, BECK,
WILEY & MATHEWS
400 South Main Street
North Canton, Ohio 44720
Phone: 330-499-6000
Fax: 330-499-6423
E-mail: funk@bakerfirm.com
Counsel for Plaintiff

INSTRUCTIONS FOR SERVICE

Please serve the defendants with summons and complaint by certified mail, return receipt requested, at the addresses listed in the caption of this complaint.



Daniel J. Funk
Counsel for Plaintiff

Balance Forward Spreadsheet

ID	Trans-no	Date	Cust-ID	SrchName	OrigDoc	Cust-po	Sale-amt	Tax-amt	Doc-amt	Bal-amt	Balance Fwd
soin	50668751	1/31/2014	G0500198-002	Forsythe		FORSYTHE ADDITIO	899.04	62.94	961.98	0	961.98
CR	50051316	2/1/2014	G0500198-002	Forsythe		FORSYTHE ADDITIO	-899.04	-62.94	-961.98	0	0
soin	50668786	2/1/2014	G0500198-002	Forsythe		FORSYTHE ADDITIO	899.04	62.94	961.98	0	961.98
soin	50668917	2/3/2014	G0500198-001	Brookstone GC B			993.25	69.54	1062.79	0	2024.77
soin	56426588	2/4/2014	G0500198-001	Brookstone GC B	MARY		75.22	5.26	80.48	0	2105.25
soin	50668942	2/4/2014	G0500198-001	Brookstone GC B	6699 Srurbridge		163.52	11.45	174.97	0	2280.22
soin	103315177	2/7/2014	G0500198-001	Brookstone GC B	Poland		48.45	3.39	51.84	0	2332.06
soin	50669283	2/11/2014	G0500198-001	Brookstone GC B	LAMINATE		323.79	22.67	346.46	0	2678.52
soin	50669275	2/11/2014	G0500198-001	Brookstone GC B	kent		13.99	0.98	14.97	0	2693.49
CR	50051347	2/12/2014	G0500198-001	Brookstone GC B			-153.86	-10.77	-164.63	0	2528.86
CR	50051344	2/12/2014	G0500198-002	Forsythe		FORSYTHE ADDITIO	-79.99	-5.6	-85.59	0	2443.27
soin	50669412	2/13/2014	G0500198-001	Brookstone GC B	KENT		13.99	0.98	14.97	0	2458.24
soin	50669524	2/14/2014	G0500198-001	Brookstone GC B			104.89	7.35	112.24	0	2570.48
soin	50669668	2/17/2014	G0500198-001	Brookstone GC B	POLAND		42.84	3	45.84	0	2616.32
soin	50669796	2/19/2014	G0500198-001	Brookstone GC B	BRANHAM		344.47	24.12	368.59	0	2984.91
soin	50669735	2/19/2014	G0500198-001	Brookstone GC B	POLAND		64.93	4.55	69.48	0	3054.39
soin	50670242	2/27/2014	G0500198-001	Brookstone GC B			66.21	4.63	70.84	0	3125.23
soin	50670311	2/28/2014	G0500198-001	Brookstone GC B	POLAND		39.3	2.75	42.05	0	3167.28
soin	50670716	3/7/2014	G0500198-001	Brookstone GC B			20.4	1.43	21.83	0	3189.11
soin	50670710	3/7/2014	G0500198-001	Brookstone GC B	BRANHAM		948.97	66.44	1015.41	0	4204.52
soin	56428167	3/11/2014	G0500198-002	Forsythe	ESTES		173.78	12.16	185.94	0	4390.46
soin	50671230	3/14/2014	G0500198-003	Jones			100.1	7.01	107.11	0	4497.57
memo	601935317	3/14/2014	G0500198	Brookstone GC B	1989		0	0	-3167.28	0	1330.29
soin	50671431	3/17/2014	G0500198-001	Brookstone GC B			159.8	11.2	171	0	1501.29
soin	50671603	3/19/2014	G0500198-001	Brookstone GC B			83.26	5.83	89.09	0	1590.38
soin	50671538	3/19/2014	G0500198-001	Brookstone GC B	PARKER ADDITION		312.85	21.9	334.75	0	1925.13
soin	50671640	3/20/2014	G0500198-001	Brookstone GC B			29.18	2.05	31.23	0	1956.36
soin	50671915	3/24/2014	G0500198-001	Brookstone GC B	PARKER ADDITION		19.99	1.4	21.39	0	1977.75
soin	50671881	3/24/2014	G0500198-001	Brookstone GC B	PARKER ADDITION		188.96	13.23	202.19	0	2179.94
soin	50672108	3/27/2014	G0500198-002	Forsythe	FORSYTHE ADDITIO		777.04	54.39	831.43	0	3011.37
soin	50672531	4/2/2014	G0500198-001	Brookstone GC B	BRANHAM		377.47	26.42	403.89	0	3415.26
soin	50672736	4/3/2014	G0500198-002	Forsythe	FORSYTHE ADDITIO		3868.17	270.78	4138.95	0	7554.21

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Balance Forward Spreadsheet

ID	Trans-no	Date	Cust-ID	SrchName	OrigDoc	Cust-po	Sale-amt	Tax-amt	Doc-amt	Bal-amt	Balance Fwd
soin	50672678	4/3/2014	G0500198-003	Jones			3465.86	242.62	3708.48	0	11262.69
soin	50672666	4/3/2014	G0500198-001	Brookstone GC B		PARKER ADDITION	1366.36	95.67	1462.03	0	12724.72
soin	50672786	4/4/2014	G0500198-003	Jones			751.77	52.63	804.4	0	13529.12
soin	50673031	4/7/2014	G0500198-005	Branham		BRANHAM	27.88	1.95	29.83	0	13558.95
soin	50673255	4/9/2014	G0500198-003	Jones			145.98	10.22	156.2	0	13715.15
soin	50673205	4/9/2014	G0500198-003	Jones			360.36	25.23	385.59	0	14100.74
soin	50673358	4/10/2014	G0500198-005	Branham		BRANHAM	448.47	31.39	479.86	0	14580.6
soin	50673356	4/10/2014	G0500198-004	Parker		PARKER ADDITION	0	0	0	0	14580.6
soin	50673490	4/11/2014	G0500198-002	Forsythe		FORSYTHE ADDITIO	3173.64	222.16	3395.8	0	17976.4
soin	50673547	4/12/2014	G0500198-004	Parker		PARKER ADDITION	88.55	6.21	94.76	0	18071.16
soin	50673900	4/16/2014	G0500198-003	Jones			7027.07	491.91	7518.98	2369.27	25590.14
CR	50051650	4/18/2014	G0500198-002	Forsythe		FORSYTHE ADDITIO	-175.46	-12.29	-187.75	0	25402.39
soin	50674185	4/18/2014	G0500198-002	Forsythe		FORSYTHE ADDITIO	567.12	39.71	606.83	0	26009.22
soin	50674369	4/21/2014	G0500198-003	Jones			4898.03	342.86	5240.89	5240.89	31250.11
soin	50674368	4/21/2014	G0500198-002	Forsythe		FORSYTHE ADDITIO	4503.9	315.27	4819.17	0	36069.28
soin	50674531	4/22/2014	G0500198-002	Forsythe		FORSYTHE ADDITIO	857.06	59.99	917.05	0	36986.33
soin	50674751	4/24/2014	G0500198-004	Parker		PARKER ADDITION	331.95	23.24	355.19	0	37341.52
soin	50674821	4/25/2014	G0500198-003	Jones			199	13.93	212.93	212.93	37554.45
soin	50674778	4/25/2014	G0500198-003	Jones			1445.96	101.22	1547.18	1547.18	39101.63
soin	50674777	4/25/2014	G0500198-003	Jones			870.26	60.92	931.18	931.18	40032.81
soin	50674776	4/25/2014	G0500198-002	Forsythe		FORSYTHE ADDITIO	1157.44	81.02	1238.46	0	41271.27
soin	50674869	4/26/2014	G0500198-003	Jones			60	4.2	64.2	64.2	41335.47
memo	601950920	4/30/2014	G0500198	Brookstone GC B	ck 2024		0	0	-3011.37	0	38324.1
soin	50675328	5/1/2014	G0500198-003	Jones			847.8	59.35	907.15	907.15	39231.25
CR	50051744	5/2/2014	G0500198-003	Jones			-248.54	-17.4	-265.94	0	38965.31
soin	50675472	5/2/2014	G0500198-003	Jones			7.99	0.56	8.55	8.55	38973.86
CR	50051750	5/3/2014	G0500198-003	Jones			-315.45	-22.09	-337.54	0	38636.32
soin	50675586	5/3/2014	G0500198-003	Jones			232.61	16.28	248.89	248.89	38885.21
soin	50675573	5/3/2014	G0500198-003	Jones			0	0	0	0	38885.21
soin	50675713	5/5/2014	G0500198-003	Jones			188.95	13.23	202.18	202.18	39087.39
soin	50675916	5/6/2014	G0500198-002	Forsythe		FORSYTHE ADDITIO	111.1	7.78	118.88	0	39206.27
soin	50675825	5/6/2014	G0500198-003	Jones			175	12.25	187.25	187.25	39393.52
CR	50051797	5/8/2014	G0500198-002	Forsythe		FORSYTHE ADDITIO	-266.17	-18.63	-284.8	0	39108.72

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EXHIBIT "A"

Balance Forward Spreadsheet

ID	Trans-no	Date	Cust-ID	SrchName	OrigDoc	Cust-po	Sale-amt	Tax-amt	Doc-amt	Bal-amt	Balance Fwd
CR	50051795	5/8/2014	G0500198-004	Parker			-74.49	-5.22	-79.71	0	39029.01
soin	50676157	5/8/2014	G0500198-002	Forsythe		FORSYTHE ADDITIO	70.36	4.93	75.29	0	39104.3
soin	50676120	5/8/2014	G0500198-003	Jones			572.03	40.05	612.08	612.08	39716.38
soin	50676315	5/10/2014	G0500198-002	Forsythe		FORSYTHE ADDITIO	353.94	24.78	378.72	0	40095.1
soin	50676630	5/13/2014	G0500198-002	Forsythe		FORSYTHE ADDITIO	91.63	6.41	98.04	0	40193.14
soin	50676610	5/13/2014	G0500198-003	Jones			3184.83	222.93	3407.76	3059.54	43600.9
soin	50676800	5/14/2014	G0500198-001	Brookstone GC B		DRYWALL	137.77	9.64	147.41	0	43748.31
soin	50676922	5/15/2014	G0500198-005	Branham		BRANHAM	55.96	3.92	59.88	0	43808.19
soin	50676920	5/15/2014	G0500198-003	Jones			404.45	28.31	432.76	432.76	44240.95
soin	50676979	5/16/2014	G0500198-003	Jones			20.46	1.43	21.89	21.89	44262.84
soin	50677082	5/17/2014	G0500198-002	Forsythe			217.43	15.22	232.65	0	44495.49
soin	50677319	5/19/2014	G0500198-004	Parker		PARKER ADDITION	92.42	6.47	98.89	0	44594.38
soin	50677262	5/19/2014	G0500198-002	Forsythe		FORSYTHE ADDITIO	76.38	5.34	81.72	0	44676.1
soin	50677696	5/22/2014	G0500198-002	Forsythe		FORSYTHE ADDITIO	3179.49	222.57	3402.06	0	48078.16
CR	50051919	5/23/2014	G0500198-002	Forsythe		FORSYTHE ADDITIO	-279.34	-19.59	-299.43	0	47778.73
soin	50677782	5/23/2014	G0500198-004	Parker		PARKER ADDITION	225	15.75	240.75	0	48019.48
soin	50677769	5/23/2014	G0500198-002	Forsythe		FORSYTHE ADDITIO	30.97	2.17	33.14	0	48052.62
CR	50051923	5/24/2014	G0500198-002	Forsythe		FORSYTHE ADDITIO	-3179.49	-222.57	-3402.06	0	44650.56
soin	50677899	5/24/2014	G0500198-005	Branham			1438.89	100.71	1539.6	0	46190.16
soin	50677882	5/24/2014	G0500198-002	Forsythe			3179.49	222.57	3402.06	0	49592.22
soin	50678094	5/27/2014	G0500198-002	Forsythe		FORSYTHE ADDITIO	566.52	39.67	606.19	0	50198.41
CR	50051943	5/28/2014	G0500198-002	Forsythe			-119	-8.33	-127.33	0	50071.08
soin	50678280	5/28/2014	G0500198-002	Forsythe		FORSYTHE ADDITIO	95	6.65	101.65	0	50172.73
soin	50678278	5/28/2014	G0500198-002	Forsythe		FORSYTHE ADDITIO	78.43	5.49	83.92	0	50256.65
soin	50678477	5/30/2014	G0500198-005	Branham			100.2	7.01	107.21	0	50363.86
soin	50678476	5/30/2014	G0500198-004	Parker			1817.2	127.2	1944.4	0	52308.26
fcin	601405590	5/31/2014	G0500198-003	Jones			0	0	299.5	299.5	52607.76
fcin	601405592	5/31/2014	G0500198-005	Branham			0	0	7.65	0	52615.41
fcin	601405588	5/31/2014	G0500198-001	Brookstone GC B			0	0	27.99	0	52643.4
fcin	601405591	5/31/2014	G0500198-004	Parker			0	0	5.55	0	52648.95
fcin	601405589	5/31/2014	G0500198-002	Forsythe			0	0	215.16	0	52864.11
soin	50679432	6/6/2014	G0500198-002	Forsythe		FORSYTHE ADDITIO	629.55	44.07	673.62	0	53537.73
soin	50679431	6/6/2014	G0500198-002	Forsythe		FORSYTHE ADDITIO	914.55	64.02	978.57	0	54516.3

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Balance Forward Spreadsheet

ID	Trans-no	Date	Cust-ID	SrchName	OrigDoc	Cust-po	Sale-amt	Tax-amt	Doc-amt	Bal-amt	Balance Fwd
soin	50679417	6/6/2014	G0500198-003	Jones			3088.2	215.18	3304.38	3304.38	57820.68
soin	50679687	6/9/2014	G0500198-003	Jones			269.99	18.9	288.89	288.89	58109.57
CR	50052114	6/20/2014	G0500198-003	Jones			-325.44	-22.78	-348.22	0	57761.35
memo	601970693	6/20/2014	G0500198-005	Branham	2086		0	0	-2024.03	0	55737.32
memo	601970692	6/20/2014	G0500198-004	Parker	2087		0	0	-2659.8	0	53077.52
memo	601970691	6/20/2014	G0500198-002	Forsythe	2085		0	0	-7000	0	46077.52
memo	601970690	6/20/2014	G0500198-001	Brookstone GC B	2084		0	0	-2041.32	0	44036.2
CR	50052142	6/23/2014	G0500198-002	Forsythe		FORSYTHE ADDITIO	-0.01	0	-0.01	0	44036.19
soin	50681335	6/23/2014	G0500198-002	Forsythe		FORSYTHE ADDITIO	289	20.23	309.23	0	44345.42
soin	50681332	6/23/2014	G0500198-002	Forsythe		FORSYTHE ADDITIO	0.01	0	0.01	0	44345.43
soin	50681331	6/23/2014	G0500198-001	Brookstone GC B			17.99	1.26	19.25	0	44364.68
soin	50681300	6/23/2014	G0500198-001	Brookstone GC B			262.7	18.39	281.09	0	44645.77
soin	50681702	6/26/2014	G0500198-006	Duerr			322.94	0	322.94	0	44968.71
soin	50681812	6/27/2014	G0500198-006	Duerr			3919.35	0	3919.35	0	48888.06
soin	50681974	6/28/2014	G0500198-002	Forsythe			12.02	0.84	12.86	0	48900.92
fcin	601410744	6/30/2014	G0500198-005	Branham			0	0	2.89	0	48903.81
fcin	601410743	6/30/2014	G0500198-003	Jones			0	0	384.7	384.7	49288.51
fcin	601410742	6/30/2014	G0500198-002	Forsythe			0	0	186.44	0	49474.95
soin	50682168	6/30/2014	G0500198-003	Jones			5953.06	416.71	6369.77	2299.74	55844.72
soin	50682050	6/30/2014	G0500198-003	Jones			338.29	23.68	361.97	361.97	56206.69
soin	50682434	7/2/2014	G0500198-005	Branham		BRANHAM	1658.4	116.09	1774.49	0	57981.18
CR	50052240	7/6/2014	G0500198-005	Branham		BRANHAM	-221.09	-15.48	-236.57	0	57744.61
CR	50052237	7/6/2014	G0500198-002	Forsythe		FORSYTHE ADDITIO	-184.52	-12.92	-197.44	0	57547.17
soin	50682894	7/7/2014	G0500198-001	Brookstone GC B			72.25	5.06	77.31	0	57624.48
memo	601975078	7/8/2014	G0500198-003	Jones	ck 2121		0	0	-5000	0	52624.48
memo	601975076	7/8/2014	G0500198-002	Forsythe	ck 2121		0	0	-5000	0	47624.48
soin	50683240	7/10/2014	G0500198-006	Duerr			91	6.37	97.37	0	47721.85
CR	50052356	7/21/2014	G0500198-002	Forsythe		FORSYTHE ADDITIO	-289	-20.23	-309.23	0	47412.62
CR	50052465	7/31/2014	G0500198-003	Jones			-1832.88	-128.31	-1961.19	0	45451.43
fcin	601415802	7/31/2014	G0500198-006	Duerr			0	0	63.63	0	45515.06
fcin	601415801	7/31/2014	G0500198-003	Jones			0	0	435.16	435.16	45950.22
fcin	601415800	7/31/2014	G0500198-002	Forsythe			0	0	133.45	0	46083.67
fcin	601415799	7/31/2014	G0500198-001	Brookstone GC B			0	0	4.51	0	46088.18

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Balance Forward Spreadsheet

ID	Trans-no	Date	Cust-ID	SrcName	OrigDoc	Cust-po	Sale-amt	Tax-amt	Doc-amt	Bal-amt	Balance Fwd
CR	50052497	8/5/2014	G0500198-003	Jones			-72.99	-5.11	-78.1	-78.1	46010.08
CR	50052496	8/5/2014	G0500198-003	Jones			-139.15	-9.74	-148.89	-148.89	45861.19
CR	50052495	8/5/2014	G0500198-003	Jones			-176.46	-12.35	-188.81	-188.81	45672.38
CR	50052513	8/7/2014	G0500198-005	Branham		BRANHAM	-486.29	-34.04	-520.33	0	45152.05
CR	50052553	8/14/2014	G0500198-006	Duerr			-277.86	-19.46	-297.32	0	44854.73
CR	50052552	8/14/2014	G0500198-006	Duerr			-966.4	0	-966.4	0	43888.33
CR	50052625	8/21/2014	G0500198-003	Jones			-1970.88	-137.96	-2108.84	0	41779.49
ch	601994925	8/22/2014	G0500198-002	Forsythe	2216dep14554		0	0	-9431.87	0	32347.62
CR	50052663	8/25/2014	G0500198-005	Branham		BRANHAM	-335.33	-23.47	-358.8	0	31988.82
fcfg	601087770	8/26/2014	G0500198	Brookstone GC B	FCFG per lh		-0.03	0	-0.03	0	31988.79
ch	601996239	8/26/2014	G0500198	Brookstone GC B	2222-dep-145		0	0	-1243.84	0	30744.95
ch	601996232	8/26/2014	G0500198-006	Duerr	173-dep-1458		0	0	-2998.03	0	27746.92
fcin	601420858	8/31/2014	G0500198-006	Duerr			0	0	1.17	1.17	27748.09
soin	50689433	9/2/2014	G0500198-001	Brookstone GC B		NAILS	137.97	9.66	147.63	147.63	27895.72
soin	50689666	9/4/2014	G0500198-002	Forsythe			55.43	3.88	59.31	59.31	27955.03
soin	50690403	9/11/2014	G0500198-006	Duerr			4128.24	0	4128.24	3830.92	32083.27
soin	50690427	9/11/2014	G0500198-002	Forsythe			221.74	15.52	237.26	237.26	32320.53
soin	50690572	9/12/2014	G0500198-005	Branham			429.68	30.08	459.76	459.76	32780.29
memo	602006268	9/22/2014	G0500198	Brookstone GC B	ch 2233		0	0	-2300.45	0	30479.84
soin	50691746	9/22/2014	G0500198-006	Duerr			1672.5	0	1672.5	1672.5	32152.34
soin	50691769	9/22/2014	G0500198-005	Branham			99	6.93	105.93	105.93	32258.27
soin	50692319	9/26/2014	G0500198-005	Branham			335.2	23.47	358.67	358.67	32616.94
soin	50692686	9/29/2014	G0500198-002	Forsythe		INSULATION	2258.93	158.13	2417.06	1709.16	35034
CR	50052965	9/29/2014	G0500198-002	Forsythe		INSULATION	-90.84	-6.36	-97.2	0	34936.8
fcin	602000829	9/30/2014	G0500198-006	Duerr			0	0	1.17	1.17	34937.97
ch	602014344	10/13/2014	G0500198-006	Duerr	101314dep152		0	0	-438.86	0	34499.11
soin	50694375	10/13/2014	G0500198-006	Duerr			1430.79	0	1430.79	1430.79	35929.9
soin	50694893	10/17/2014	G0500198-006	Duerr			9752.36	0	9752.36	9752.36	45682.26
soin	50695592	10/24/2014	G0500198-006	Duerr			4694.14	0	4694.14	4694.14	50376.4
soin	50695593	10/24/2014	G0500198-006	Duerr			249	0	249	249	50625.4
soin	50695594	10/24/2014	G0500198-006	Duerr		GENERATORS	1300	91	1391	1391	52016.4
soin	50695977	10/28/2014	G0500198-006	Duerr		NAILS	197.97	13.86	211.83	211.83	52228.23
fcin	602006583	10/31/2014	G0500198-001	Brookstone GC B			0	0	2.21	2.21	52230.44

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Balance Forward Spreadsheet

ID	Trans-no	Date	Cust-ID	SrcName	OrigDoc	Cust-po	Sale-amt	Tax-amt	Doc-amt	Bal-amt	Balance Fwd
fcin	602006584	10/31/2014	G0500198-002	Forsythe			0	0	39.25	39.25	52269.69
fcin	602006585	10/31/2014	G0500198-005	Branham			0	0	13.87	13.87	52283.56
fcin	602006586	10/31/2014	G0500198-006	Duerr			0	0	82.55	82.55	52366.11
soin	50696410	11/1/2014	G0500198-001	Brookstone GC B			219.85	15.39	235.24	235.24	52601.35
ch	602031389	11/24/2014	G0500198	Brookstone GC B	2321dep15835		0	0	-2300.45	0	50300.9
fcin	602012049	11/30/2014	G0500198-001	Brookstone GC B			0	0	2.21	0	50303.11
fcin	602012050	11/30/2014	G0500198-002	Forsythe			0	0	39.25	0	50342.36
fcin	602012051	11/30/2014	G0500198-005	Branham			0	0	13.87	0	50356.23
fcin	602012052	11/30/2014	G0500198-006	Duerr			0	0	348.49	0	50704.72
fcfg	602003268	12/12/2014	G0500198-006	Duerr	w/o; no fct		-348.49	0	-348.49	0	50356.23
fcfg	602003266	12/12/2014	G0500198-002	Forsythe	w/o; no fct		-39.25	0	-39.25	0	50316.98
fcfg	602003265	12/12/2014	G0500198-001	Brookstone GC B	w/o; no fct		-2.21	0	-2.21	0	50314.77
fcfg	602003267	12/12/2014	G0500198-005	Branham	w/o; no fct		-13.87	0	-13.87	0	50300.9
CR	50053573	12/31/2014	G0500198-002	Forsythe		INSULATION	-570.75	-39.95	-610.7	0	49690.2

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LAZULI

#1888 P.001/001

YARD ACCOUNT APPLICATION

CARTER  TRADE

POS #	OSR NAME AND NUMBER	CREDIT LIMIT REQUESTED
050		10,000

CHECK TYPE OF PRO: ☒ RESIDENTIAL ☒ COMMERCIAL ☐ PRODUCTION
 SOURCE CODE: K&R: ☐ SIDING CONTRACTOR ☐ ROOFER ☐ DECK BUILDER ☐ GENERAL R&R
 CHECK TYPE OF ACCOUNT: ☐ BUSINESS ☐ OWNER BUILD (H) ACCOUNT - (complete H account info.) ☐ NON-PROFIT
 WISH TO SIGN UP FOR YARD REWARDS: ☐ Yes, sign me up ☐ Do not sign me up at this time

DESCRIPTION OF BUSINESS
 Check One: ☐ SOLE-PROPRIETOR ☐ PARTNERSHIP ☐ LLC ☒ CORPORATION
 SSN# _____ FED ID# 454868181

NUMBER OF EMPLOYEES _____ ESTIMATED ANNUAL SALES \$500,000
 NUMBER OF YEARS IN BUSINESS _____ WEBSITE URL WITH EMAIL ADDRESS: Brookstone RC by design@yahoo.com
 LEGAL NAME: Brookstone G.C. by design Inc. PO Box. 1805
 CITY, STATE, ZIP: Kent Ohio 44240 BUSINESS PHONE: 330-478-0292 BUSINESS ADDRESS: Brookstone by design@yahoo.com

NAMES OF OWNERS OR OFFICERS TITLE HOME ADDRESS TELEPHONE NO. S.S.N. NO.
 JAMES Burns 2159 Meloy Road 330-957-7607
 Kim Wolfram 4470 Great Smoky Circle 330-416-5120
 Check Type of Job: ☐ RESIDENTIAL ☐ COMMERCIAL Check if applicable: ☐ TAX EXEMPT ☐ P.O. REQUIRED

PERSONAL GUARANTOR'S INFORMATION (TERMS AND CONDITIONS ON REVERSE SIDE)
 Kim Wolfram 4470 Great Smoky Circle
 Medina Ohio 44256
 HOME ADDRESS: 4470 Great Smoky Circle
 CITY, STATE, ZIP: Medina Ohio 44256
 PHONE NO. 330-416-5120

DRIVERS LICENSES SOCIAL SECURITY NO.
 Kim Wolfram Business Partner 1-10-2013
 GUARANTOR'S SIGNATURE TITLE DATE

BANK ACCOUNT INFORMATION (TERMS AND CONDITIONS ON REVERSE SIDE)

STREET ADDRESS CITY, STATE, ZIP LOT #
 SUBDIVISION COUNTY FRANKING COST TOTAL JOB COST
 BANK NAME BANK CONTACT BANK PHONE NUMBER
 (We) agree to allow Carter Lumber Company to inquire at the above bank which holds my construction loan. I (We) authorize the above Bank to release details of the following (closing date, original loan amount, balances, available funds.)

BUYERS AGREEMENT (TERMS AND CONDITIONS ON REVERSE SIDE)
 THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ABOVE AND ON THE REVERSE SIDE, WHICH ARE MADE PART HEREOF AND WHICH THE UNDERSIGNED ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTAND

X Kim Wolfram 1-10-2014
 SIGNATURE OF AUTHORIZED AGENT, OWNER, OFFICER DATE
 Kim Wolfram
 NAME (PRINTED OR TYPED)
 business partner
 TITLE

AUTHORIZED ACCOUNT USERS

James Burns

TRADE REFERENCES (MUST HAVE TWO)
 Cayan LTD. 330-753-3224
 NAME OF BUSINESS PHONE NUMBER
 Modern Builders 330-512-1031
 NAME OF BUSINESS PHONE NUMBER

BANK REFERENCE
 NAME OF BANK ACCOUNT NUMBER

ACCOUNT MANAGER NAME & PHONE NUMBER COPY OF VOIDED CHECK ☐ YES ☐ NO

EXHIBIT "B"

TERMS AND CONDITIONS

This agreement states the terms for your credit account with Carter Lumber and any of its subsidiaries. "You" and "your" mean each person or corporation who is named on this account. "We", "Us", and "Our" mean the Carter Lumber or any of its subsidiaries.

Purchases: You can use your credit account to purchase goods at Carter Lumber and any of its subsidiaries noted on this application.

Credit Limit: A credit line will be assigned to all approved accounts.

Personal Guarantee: Guarantor/s jointly and severally, unconditionally guarantee the payment of any and all sums of money as are now, or at any time hereinafter may be owing to Carter Lumber by Applicant or Guarantor/s, as a result of Carter Lumber Company's extension of credit. Guarantor/s waives notice of: extension of time or modification of terms, settlements or resolutions of disputes, modification of credit line, default of Applicant. This is intended to be and is a continuing guarantee and shall not be revoked except by written notice to Carter Lumber not to make any further sales and deliveries on the security of this guarantee. The Guarantor/s signature further acknowledges that specific authorization has been granted to Carter Lumber to investigate the Guarantor/s individual consumer credit report, necessary with this guarantee.

Prompt Payment: All building construction accounts must follow the pay when paid requirements of state law. It is your responsibility to discuss the time of payments in the event the above terms vary from the normal terms outlined below. Applicant and/or guarantor/s agree to pay all actual cost of collection including actual attorney's fees, court cost and/or collection agency fees due to Carter Lumber as applicants' or guarantor/s breach of the terms of sale, whether or not a lawsuit is brought to satisfy the debt owed to Carter Lumber by applicant or guarantor/s. In the event that any suit or collection action is required to enforce the terms of this Credit Application and to collect unpaid account balances owing to Carter Lumber, the undersigned agrees that jurisdiction and venue for any such action shall be in the County of Portage, State of Ohio and the parties waive their right to a jury trial.

Payment Terms for Corporation Account: **30 Day Terms** Entire balance due on or before the 15th of every month unless otherwise approved by the Credit Department. Finance charges of 1.5% per month will be added to past due amounts. All past due accounts are subject to termination of additional credit. You agree to be bound by above terms and conditions, which are hereby incorporated by reference and made a part of this application. Your check is your receipt.

Payment Terms for Non-profit and Government: **60 Day Terms** Entire balance due on or before the 15th of the 2nd month unless otherwise approved by the Credit Department. Finance charges of 1.5% per month will be added to past due amounts. All past due accounts are subject to termination of additional credit. You agree to be bound by above terms and conditions, which are hereby incorporated by reference and made a part of this application. Your check is your receipt.

Payment Terms for H Accounts: **30 Day Terms:** Cash Financing, any owner built home that is financed with cash and does not have an existing bank financed construction loan will be subject to 30 Day Terms, Entire balance due on or before the 15th of every month unless otherwise approved by the Credit Department. Finance charges of 1.5% per month will be added to past due amounts. All past due accounts are subject to termination of additional credit.

Payment Terms for H Accounts: **60 Day Terms:** Bank Construction Loan Financing, any owner built home that is financed with a construction loan will be subject to 60 day terms, Entire balance due on or before the 15th of the 2nd month unless otherwise approved by the Credit Department. Finance charges of 1.5% per month will be added to past due amounts. All past due accounts are subject to termination of additional credit. You agree to be bound by above terms and conditions, which are hereby incorporated by reference and made a part of this application. Your check is your receipt.

Cancellation: Except where specific written notice is required by law, we can cancel your account anytime in person, by phone, or written notice sent to you at the address where we mail your statement. You can cancel your account by notifying us in writing. If your account is cancelled by you, or by us, you will have to pay us the full amount you owe us, including amounts that have not been billed to you yet.

Change in Terms: We can change the terms of this agreement anytime. Notification of changes will be made in accordance with federal or state law. You agree that changes will apply to purchases made prior to any change as well as to new purchases. If the law makes any part of this agreement void, all the other terms shall be severable and enforceable.

Disputes: Disputes must be submitted in writing within 60 days of invoice date in order to be considered valid. Any disputes that are not in writing will be considered invalid and payment terms above will apply.

Lien Rights: You understand and agree that we reserve the right to file a mechanic's lien, attested account, or take whatever action is necessary against you, the property owner where the materials are being utilized, the general contractor, the lending institution financing said construction, or any other party that would have control over the funds utilized for the purchase of said merchandise.

Credit Report: You authorize us to obtain reports to be used in connection with this application, and at any time during this agreement to obtain further credit information from any persons or firm set forth in this application and from any other source that we decide to use regarding the business, its officers, directors, agents, employees, or principals. At any time during this agreement you authorize us to retain all information and reports for our files.

Buyers Agreement: The person signing certifies that all information provided is true and correct. You hereby give consent and authorized the below named person(s) to use the Carter Lumber Yard Account and understand that your business is liable for payment of all charges incurred by authorized signers. You agree to promptly notify Carter Lumber of any changes in authorized users.

* Carter Lumber is the assumed name of Carter - Jones Companies, Inc. a Michigan corporation and its subsidiaries which include

- | | |
|------------------------------------|-----------------------------------|
| • Carter Lumber Company | • Kight Lumber Co., Inc. |
| • Carter Lumber Co. | • Carter Lumber of Virginia, Inc. |
| • Carter Lumber of the South, Inc. | • The Carter-Jones Lumber Company |
| • Carter Lumber, Inc. | |

**CLERK OF COURTS
PORTAGE COUNTY COMMON PLEAS COURT
203 West Main Street
Ravenna, Ohio 44266
(330) 297-3644**

FILED
COURT OF COMMON PLEAS
APR 27 2015
LINDA K. FANKHAUSER, CLERK,
PORTAGE COUNTY, OHIO

This Computer Information Sheet **SHALL BE FILED WITH EACH PLEADING.**

Case No. _____

Daniel J. Funk

Attorney's Name

THE CARTER-JONES LUMBER COMPANY

Plaintiff

400 South Main Street

Address, including zip code

vs.

BROOKSTONE GENERAL CONTRACTORS

Defendant

North Canton, Ohio 44720

(330) 499-6000

Telephone

0062931

Supreme Court ID No.

JUDGE

☐ Martin

☐ Kainrad

☐ Hayes

☐ Other _____

SUPREME COURT DESIGNATION (check one only)

CIVIL

- ☐ A. Professional Tort
- ☐ B. Product Liability
- ☐ C. Other Tort
- ☐ D. Workers' Compensation
- ☐ E. Foreclosure
- ☐ F. Administrative Appeal
-
- ☒ H. Other Civil
- ☐ I. Criminal

DOMESTIC

- ☐ A. Complaint Divorce with Children
- ☐ B. Complaint Divorce without Children
- ☐ C. Dissolution with Children
- ☐ D. Dissolution without Children
- ☐ E. Change of Custody
- ☐ F. Visitation Enforcement or Modification
- ☐ G. Support Enforcement or Modification
- ☐ H. Domestic Violence
- ☐ I. URESA

The Carter-Jones Lumber Company

Name of party on whose behalf this pleading is being filed.

PLEADING BEING FILED

CIVIL AND CRIMINAL

- ☒ Complaint
- ☐ Answer _____
- _____
- ☐ Cross/Counterclaim _____
- _____
- ☐ Amended Complaint _____
- _____
- ☐ Motions _____
- _____
- _____

DOMESTIC

- ☐ Complaint Example (A. B. C. etc.)
- ☐ Amended Complaint _____
- _____
- ☐ Cross/Counterclaim _____
- _____
- ☐ Shared Parenting Plan _____
- _____
- ☐ Finding of Facts _____
- _____
- ☐ Report of _____
- ☐ Pre-Trial Statement _____
- ☐ Affidavit ☐ Children ☐ Other
- ☐ Motion _____